

Interagency Agreement Between
The City of Memphis Division of Housing and Community Development
and
Memphis and Shelby County Health Department
for
Lead Hazard Risk Reduction Initiative Phase III

This Interagency Agreement is made and entered into on _____ by and between the City of Memphis Division of Housing and Community Development, with principal offices located at 701 North Main Street, Memphis, TN 38107, hereinafter referred to as "HCD", and the Memphis and Shelby County Health Department, located at 814 Jefferson Avenue, Memphis, TN 38105, hereinafter referred to as the "Health Department".

WITNESSETH:

WHEREAS, the United States Department of Housing and Urban Development (HUD) has awarded the City of Memphis a Lead Based Paint Hazard Reduction Demonstration grant totaling \$4,000,000.00 for the purpose reducing lead-based paint hazards in single and multi-family rental units; and

WHEREAS, the grant includes **five hundred thirty three thousand six hundred fifty dollars (\$533,650.00)** in funds for the Memphis and Shelby County Health Department to provide blood lead testing, parent/guardian education, nurse follow-up visits, clearances for units receiving lead hazard control and nurse community outreach and education regarding lead poisoning prevention.

NOW THEREFORE, the parties of this agreement, for the considerations set forth below, so here and now to bind themselves to the following terms and conditions:

I. PROGRAM DESCRIPTION:

A. Health Department

Under the terms of this agreement, HCD will provide **five hundred thirty three thousand six hundred fifty dollars (\$533,650.00)** in funds to the Health Department to provide blood lead testing, nurse follow-up visits and clearances on units receiving lead hazard control, six month retest analysis and outreach and education for parents/guardians of lead poisoned children. The program will be operated between December 1, 2008 and November 30, 2011, or as may be hereafter amended by mutual agreement of both parties. The Health Department will provide qualified staff to carry out various program activities in coordination with HCD on behalf of the Lead Hazard Risk Reduction Initiative (LHRI), including:

- Provide the services of a certified Lead Risk Assessor to perform clearance testing on units receiving lead hazard control activities;
- Provide a Public Health Nurse to perform blood lead testing on children living in units identified as potential units, as well as children who will live in units which were vacant at the time of lead hazard reduction;
- Provide follow-up blood lead testing for children living in units that received lead hazard control;
- Provide parent/guardian education about lead poisoning, which includes specialized house cleaning using cleaning kits which will be provided by HCD; perform follow-up visits for all of the above cases;
- Report blood lead test results to HCD on behalf of the Lead Hazard Risk Reduction Initiative; Coordinate with the grant Coordinator in establishing a community education program on the risks and dangers of lead based paint and childhood lead poisoning;
- Provide clearance testing within a 24 hour period, but reserve the right to provide clearance in a 48 hour period in the event of a priority blood lead level (≤ 40 ug/dL). The clearance testing fee of \$300 includes all laboratory analysis costs.
- Provide required reports on grant activities.

B. Housing and Community Development (HCD):

Under the Lead Hazard Risk Reduction Initiative, HCD will:

- Provide payment for one half (1/2) of the salary and fringe benefits for a Public Health Nurse for a period of 36 months (December 1, 2008-November 30, 2011), including a 15% administrative/indirect cost incurred by the Health Department, as is outlined in the attached budget (Exhibit A) ;
- Provide payment for one salary and fringe benefits for a Lead Inspector/Risk Assessor for a period of 33 months (February 1, 2009-November 30, 2011), including a 15% administrative/indirect cost incurred by the Health Department, as is outlined in the attached budget (Exhibit A) ;
- Pay the Health Department \$300 to perform clearance testing on units that receive lead hazard control activities; Contractor will be responsible for all additional clearances. Also included is \$300 for laboratory analysis of six-month retest of treated units.
- Provide reimbursement for blood lead testing supplies, mileage reimbursement for the Public Health Nurse and Environmentalist at .46/mile, blood lead and environmental sample analysis (\$7.00 for blood lead screen, \$5.00 per dust wipe sample and \$10.00 per soil sample). Invoice for these services must include back-up data;
- HCD will have final responsibility for the overall administration of the HUD Lead Hazard Reduction Demonstration Grant and for meeting contractual, financial and administrative requirements of the grant.

II. HEALTH DEPARTMENT SCOPE OF SERVICES:

A. Clearance Testing

1. **Use of Funds:** A fee of \$300 per clearance will be paid to the Health Department to perform clearance testing by means of dust wipes according to HUD Guidelines and Tennessee State Law. This fee includes the cost of laboratory analysis based on \$10.00 per sample, 30 samples per unit. Payment for this service will be made upon receipt of an invoice with back-up data. A fee of \$300 will be paid for additional clearances due to failure of the initial clearance test. Payment for these services will be the responsibility of the contractor and clearance will not occur until payment in the form of a money order or cashier's check has been received by the Health Department.
2. **Reporting of Clearance results:** Clearance results shall be reported to HCD within 24 hours from the time the clearance test was performed.

B. Lead Poisoning Prevention and Testing:

1. **Use of Funds:** Funds provided in this category include one half (1/2) of the salary and fringe benefits for a Public Health Nurse to provide blood lead screening of children under age six who reside/or will reside in treated units, outreach and education of parents/guardians about specialized house cleaning, hygiene and nutrition; and follow-up visits with families enrolled in the program. Funds provided in this category include one salary and fringe benefits for a Tech Specialist(Lead Inspector) to perform clearance testing and six months re-evaluation of Lead Hazard Control work.
2. **Blood Lead Testing:** Venous blood lead tests will be done on children under the age of six years when determined necessary by the Nurse. In the case of levels ≥ 10 ug/dL the child's parent/guardian will receive counseling and medical referral to aid in reducing blood lead levels in accordance with Health Department and Centers for Disease Control and Prevention guidelines.
3. **Referral, Monitoring and Counseling:** The Health Department will provide referrals of children under the age of six years with an elevated blood lead level of ≥ 10 ug/dL to HCD to assess program eligibility. The Health Department responsibilities are as follows:

- Obtain medical release in order to share data with HCD;
 - Serve as a liaison between the child's parent/guardian, the primary care physician and other members of the LHRRI;
 - Complete residential environmental questionnaire;
 - Provide education for parents/guardians about specialized house cleaning techniques to minimize lead hazard exposure, hygiene and nutrition;
 - Contact each family every three months and as needed from the time they are referred to the LHRRI until blood lead levels are at an acceptable level through November 30, 2011;
 - Make monthly follow-up visits to families of elevated children in order to monitor effectiveness of program outreach and education to assure that they understand the importance of maintaining a clean environment;
 - Maintain medical records on families referred to the LHRRI;
 - Maintain a monthly activity report of families visited.
4. **Follow-up Testing:** Following lead hazard control and six months after a family has moved back into the unit, the Nurse shall obtain a follow-up blood lead test for each child in the unit through November 30, 2011. All results will be reported to the LHRRI Lead Coordinator.
5. **Reporting and Communication:** Monthly meetings will be held to discuss the Program success and other related issues. Reports for blood lead tests will be provided within one week to HCD. All blood lead results will be tracked and maintained in the Health Department's STELLAR database. Quarterly reports will be provided to the LHRRI Lead Coordinator for the purpose of reporting program activities to HUD. These quarterly reports will be provided on or before the twenty-first day of the month following the reporting period.

C. Process and Procedures:

1. Monthly meetings will be held with the Health Department and the LHRRI team to discuss program success and other related issues.
2. The Health Department will provide HCD with referrals of children under the age of six years who have a blood lead level of ≥ 10 ug/dL. These referrals will be made on a standard referral form provided by the LHRRI.
3. The Health Department will respond within 24 hours to a request for clearance testing. The Health Department reserves the right to provide clearance testing within a 48 hour period in the event of a priority lead case (≥ 40 ug/dL).
4. Responsibilities and duties of the Public Health Nurse will be coordinated by the Health Department's Childhood Lead Poisoning Prevention Program Supervisor and LHRRI Lead Coordinator.
5. The Health Department's Childhood Lead Poisoning Prevention Program Supervisor will provide weekly and quarterly reports to the LHRRI Lead Coordinator. A standard HUD data form will be provided for reporting purposes.

III. CONTRACT TERMS:

Term of Contract: The services under this contract will be performed from December 1, 2008 to November 30, 2011 or as may hereafter be amended by mutual written agreement of both parties. Eligible costs incurred during the terms of the contract, but prior to its execution, shall be eligible for reimbursement.

Budget: The maximum amount of this contract shall be **five hundred thirty three thousand six hundred fifty dollars (\$533,650.00)**. Funds for the project shall be spent according to the budget found in Exhibit A. No expenditures in excess of 10% of the cost in the budget shall be made prior to obtaining HCD's approval to revise the budget.

Payment for Services: The Health Department shall provide **monthly** reimbursement requests to HCD for services performed and medical supplies as well as back up data. HCD shall promptly review each monthly request, make or request necessary corrections and approve payment. The Health Department should allow up to fifteen working days for this payment process after the monthly expenditure report has been approved.

Amendments/Termination: Amendments to this agreement or to the contract budget may be made by mutual agreement of HCD and the Health Department with final approval from HUD. This agreement may be terminated by mutual agreement upon thirty days written notice.

IV. OTHER FEDERAL AND LOCAL REQUIREMENTS:

1. Allowable Costs: Reimbursement of allowable costs incurred under this agreement shall be determined in accordance with OMB Circular A-87.
2. Inspection, Review and Acceptance of Work: Inspection, review and acceptance of work shall be the responsibility of HUD's designated HUD Government Technical Representative. The Health Department agrees to allow inspections and review of work or other physical materials and products under this agreement.
3. Uniform Administrative Requirements: The Health Department will conform to all applicable provisions of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments", which are incorporated herein by reference.
4. Shelby County Government is a self-insured entity.
5. The County has no obligation to provide legal counsel or defense to HCD or its subcontractors in the event that a suit, claim or action of any character is brought by any person not party to this agreement against HCD as a result of or relating to obligations under this agreement.
6. HCD shall immediately notify the COUNTY, c/o Shelby County Government, Contracts Administration, 160 North Main Street, Suite 550, Memphis, TN 38103, of any claim or suit made or filed against HCD or its subcontractors regarding any matter resulting from or relating to Health Department obligations under this agreement and will cooperate to the extent possible with the County in the defense or investigation thereof.
7. This Contract will be interpreted in accordance with the laws of the State of Tennessee. By execution of this contract the Health Department agrees that all actions, whether sounding in contract or in tort, relating to the validity, construction, interpretation and enforcement of this contract will be instituted and litigated in the courts of the State of Tennessee, located in Shelby County, Tennessee, and in no other. In accordance herewith, the parties to this contract submit to the jurisdiction of the courts of the State of Tennessee located in Shelby County, Tennessee.
8. The Health Department agrees to comply with the provisions of Title VI of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no person on the grounds of handicap, age, race, color, sex, or national origin, shall be excluded from participation in, or be denied benefits of, or be otherwise subject to discrimination under any program or activity receiving Federal financial assistance during the performance of this Contract. The Health Department shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.
9. The Health Department agrees to comply with the provisions of Title VII of the Civil Rights Act of 1964 and all other Federal statutory laws which provide, in whole or in part, that no employee on the grounds of age, race, color, sex or national origin, shall be discriminated against, harassed or retaliated against while opposing illegal harassment or discrimination in the workplace. The Health Department shall upon request show proof of such non-discrimination, and shall post in conspicuous places available to all employees and applicants notices of non-discrimination.

10. This Contract contains the entire Contract of the parties and there are no other promises or conditions in any other Contract whether oral or written. This Contract supersedes any prior written or oral Contracts between the parties.
11. If any provision of this Contract is held to be unlawful, invalid or unenforceable under any present or future laws, such provision shall be fully severable; and this Contract shall then be construed and enforced as if such unlawful, invalid or unenforceable provision had not been a part thereof. The remaining provisions of the Contract shall remain in full force and effect and shall not be affected by such unlawful, invalid or unenforceable provision or by its severance here from. Furthermore, in lieu of such unlawful, invalid or unenforceable provision, there shall be added automatically as a part of this Contract a provision similar in terms to such unlawful, invalid or unenforceable provision as may be possible, and be legal, valid and enforceable.
12. The Health Department will provide Worker's Compensation Coverage for all its eligible employees in accordance with the laws of the State of Tennessee.
13. The foregoing whereas clauses are hereby incorporated into this Contract and made a part hereof.

V. NOTICES

All notices or demands hereunder shall be given in writing and shall be deemed to have been sufficiently given for all purposes when presented personally or sent by registered or certified mail to any party hereto at the address set forth below or at such other address as either party shall subsequently designate in writing:

If to Memphis and Shelby County
Health Department:

**Yvonne Madlock, Director
Memphis/Shelby County Health Department
814 Jefferson
Memphis, TN 38105**

And

**Shelby County Government
Contract Administration
160 N. Main Street – Suite 550
Memphis, TN 38103**

If to the HCD:

**Robert Lipscomb, Director
City of Memphis
Housing and Community Development
701 North Main Street
Memphis, TN 38107**

With a copy to:

**Marcus D. Ward
Senior City Attorney / HCD
City of Memphis
701 North Main Street
Memphis, TN 38107**

And a copy to:

**Debbie Singleton
Interim Compliance Administrator
Housing and Community Development
701 North Main Street
Memphis, TN 38107**

VI. HIPAA

HCD warrants to the COUNTY and State that it is familiar with the requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this Contract. HCD warrants that it will cooperate with the COUNTY and State in the course of performance of the Contract so that all parties will be in compliance with HIPAA, including cooperation and coordination with COUNTY and State privacy officials and other compliance officers required by HIPAA and its regulations. HCD will sign any documents that are reasonably necessary to keep the State and the COUNTY in compliance with HIPAA, including, but not limited to, business associate agreements.

END OF DOCUMENT

IN WITNESS WHEREOF, the City of Memphis and Shelby County for \$533,650.00 have caused this agreement to be executed by duly authorized signatories, effective as of the day and year first above written,

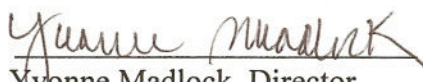
CITY OF MEMPHIS

COUNTY OF SHELBY

Willie W. Herenton, Mayor
City of Memphis

A C Wharton, Mayor
Shelby County

Robert Lipscomb, Director
City of Memphis, HCD



Yvonne Madlock, Director
Memphis and Shelby County Health Dept.

APPROVED AS TO LEGAL FORMS:

Elbert Jefferson, City Attorney

Contracts Administrator/Assistant County
Attorney

Marcus D. Ward, Senior City Attorney
HCD

ATTEST:

Jerome Smith, Deputy Comptroller

PROPOSED MSCHD 36 MONTH BUDGET
CITY OF MEMPHIS/LEAD HAZARD RISK REDUCTION INITIATIVE

EXHIBIT A

Salary

Public Health Nurse (1/2 salary/fringe for 36 months)	\$110,811.00
Tech Specialist B(Lead Inspector)	167,022.00
15% Administrative/Indirect Costs for nurse/inspector	41,700.00

Laboratory

Blood Lead and Environmental Samples (\$7.00 per sample)	7,000.00
----------------------------------------------------------	-----------------

Travel

Local Transportation/Conferences	4,500.00
----------------------------------	-----------------

Supplies

Lead Educational Materials	15,000.00
Medical Supplies	12,000.00
State Licensure	10,617.00

Clearance Testing

275 units @ \$300.00	82,500.00
----------------------	------------------

Six Month Dust Wipe Post Abatement

275 units @ \$300.00	<u>82,500.00</u>
----------------------	-------------------------

TOTAL	\$533,650.00
--------------	---------------------